

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GLOBAL REINSURANCE CORPORATION
OF AMERICA, as successor-in-interest to
CONSTITUTION REINSURANCE CORPORATION,

Plaintiff,

-against-

CENTURY INDEMNITY COMPANY, as successor-
in-interest to CCI INSURANCE COMPANY, as
successor-in-interest to INSURANCE COMPANY OF
NORTH AMERICA,

Defendant.

CIVIL ACTION NO.

13 Civ. 6577 (LGS)

HEARING FILING IN COMPLIANCE WITH DOCKET NO. 219

Plaintiff Global Reinsurance Corporation of America (“Global”) hereby submits the following documents in response to the Court’s Order, dated July 19, 2019 [Docket No. 219] (the “Order”), requiring the filing of one copy of the facultative reinsurance certificates and the underlying insurance policy at issue in each of the cases identified below.

***Bellefonte Reinsurance Co. v. Aetna Casualty and Surety Co.*, 903 F.3d 910 (2d Cir. 1990)**

Attached hereto as Exhibit 1 is a copy of the facultative reinsurance certificate addressed in the Second Circuit’s decision in *Bellefonte*. It is Constitution Reinsurance Corporation Certificate No. B90-190. The copy comes from the record on appeal in *Bellefonte*.

Attached hereto as Exhibit 2 is a copy of the underlying insurance policy reinsured by Certificate No. B90-190, also obtained from the record on appeal in *Bellefonte*.

Global notes that the action in *Bellefonte* involved six reinsurers, each of which issued multiple reinsurance certificates to The Aetna Casualty and Surety Company over several years.

In order to determine which facultative reinsurance certificate was addressed in the Second Circuit decision, Global consulted the Brief for Plaintiffs-Appellees that was filed with the Second Circuit (the “Appellees’ Brief”). A copy of the Appellees’ Brief is attached hereto as Exhibit 3. It is also available on Westlaw as 1990 WL 10030026. When quoting in their Appellees’ Brief the facultative reinsurance certificate provisions ultimately quoted by the Second Circuit in its decision (*see* 903 F.2d at 911), the reinsurers advised:

Those four provisions do not differ substantially among the various certificates. Because of their similarity, specific consideration is given herein to one of the two reinsurance certificates issued by Constitution to Aetna in 1971 (A-18). The analysis of that certificate applies with equal force to the remaining certificates.

Exhibit 3 (Appellees’ Brief) at 10, n.2.

***Unigard Security Insur. Company, Inc v. North River Insur. Co.*, 4 F.3d 1049 (2d Cir. 1993)**

Global does not have copies of the facultative reinsurance certificate or underlying insurance policy at issue in *Unigard*. Counsel for Global, David L. Pitchford, has previously attempted to obtain these documents and was unable to locate them in the public records of the Second Circuit or this Court.

***Excess Insur. Co. v. Factory Mutual Insur. Co.*, 822 N.E.3d 768 (N.Y. 2004)**

Attached hereto as Exhibit 4 is Bowring Cover Note No. MY602091, containing the reinsurance terms addressed in the decision of the New York Court of Appeals. This copy comes from the record on appeal in *Excess*.

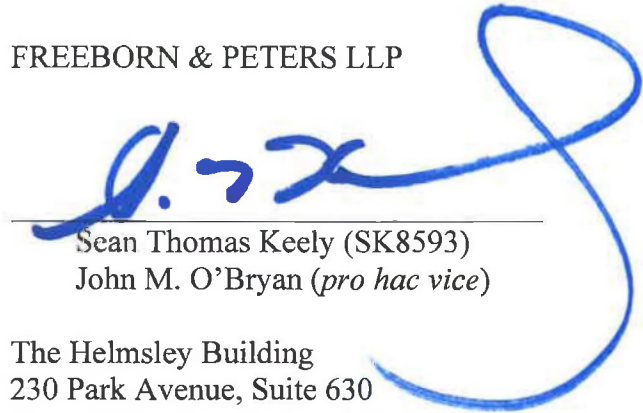
Attached hereto as Exhibit 5 is an English translation of Factory Mutual Policy No. FR 910050, the underlying insurance policy to the reinsurance at issue in *Excess*, also obtained from the record on appeal in *Excess*.

Respectfully submitted,

Dated: New York, New York
July 21, 2019

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